

JPA File No.: 06-1311
AG Contract No.: KR07-0168TRN
Project No.: STP-000-6(127)P
Project: LED Flashers
Section: Mesquite Street (Globe)
TRACS No.: SR14601C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLOBE

THIS AGREEMENT is entered into this date March 16, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLOBE, acting by and through its Mayor and City Manager (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. Congress has authorized appropriations for the erection for automatic warning signals, automatic gate arms, plank crossings, pavement markings, and other railroad crossing related appurtenances.
4. The City has selected a project within the boundary of the City, the field survey of the project has been completed, and the plans, estimates and specifications have been prepared and, as required, submitted to the State and Federal Highway Administration ("FHWA") for their approval.
5. The only interest of the State in the project is in the acquisition of Federal Funds for the use and benefit of the City by reason of Federal Law and regulations under which funds for the project are authorized to be expended.

28795
Filed with the Secretary of State
Date Filed: 3-16-07

Jennifer K. Brown
Secretary of State
By: ABG

6. The work encompassed in this Agreement is to upgrade the railroad crossing (#742-353-L), by furnishing and installing LED flashers and a concrete crossing surface at Mesquite Street in Globe, hereinafter referred to as the "Project". The estimated cost of the Project is as follows.

Preliminary Engineering	\$ 4,000.00
Furnish and Install Poles with LED Flashing Lights (by Railroad forces)	\$133,516.00
Total protection Work	\$137,516.00
Furnish and Install a Concrete Crossing Surface (by Railroad forces)	\$105,420.00
Install concrete islands for Poles with LED Flashing Lights (by City of Globe forces)	\$ 2,000.00
Furnish and Install W10-2 roadway sign (by City of Globe forces Per attached Agreement No. 2797-06-AZER, Exhibit "B")	\$ 500.00
Total Roadway Work	\$107,920.00
Total Project	\$245,436.00
Federal Funds @ 94.3% of \$245,436.00	\$231,446.00
AZ Corp. Comm. Funds @ 5.7% of \$137,516.00	\$ 7,838.00
City of Globe Funds @ 5.7% of \$107,920.00	\$ 6,152.00

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follows:

II. SCOPE OF WORK

1. The State shall:

a. Submit a program containing the aforementioned Project to FHWA with the recommendation that it be approved for construction.

b. If such Project is approved for construction by FHWA and the funds are available for construction of the Project, the State with the aid and consent of FHWA will authorize the Arizona Eastern Railroad Company to proceed with the work covered by the State Railroad Agreement and will request the maximum Federal Funds available.

c. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of Scope of Work called for in this Agreement, the State shall not be obligated to incur any expenditure, on behalf of the City, in excess of the amount referenced herein, unless and until so authorized in writing by the city and approved by the FHWA.

d. Upon execution of this Agreement invoice the City in the amount of \$6,152.00 for the estimated amount of the Project.

2. The City shall:

- a. Acquire any necessary right-of-way for this project and hereby certifies that all necessary rights-of-way have been or will be acquired.
- b. Once acquired, remove from the City right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been or will be removed.
- c. Agree not to permit or allow any encroachments, except those authorized by permit, upon or private use of the City's right-of-way. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- d. Upon completion of construction, be responsible to provide for at its own cost and as an annual item in its budget, proper maintenance, such maintenance (exclusive of maintenance by the Railroad Company of its facilities), to include, but is not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.
- e. Be responsible to mark and sign railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, within 45 days after the railroad has completed its work.
- f. By such regulation as it may by ordinance provide, be responsible to regulate parking and not permit vehicles to be left on the street in any manner other than at any parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic.
- g. Upon execution of this Agreement and upon receipt of an invoice from the State, remit to the State for the amount of \$6,152.00 for the estimated cost of the Project.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in full force and effect until completion of the work herein embraced; provided, however, that any provisions in this Agreement for maintenance shall be perpetual, unless assumed by another competent governmental entity.
2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. Such assumption of the responsibility by the City for the benefit of the State in no way acts as a waiver by the City for the benefit of the railroad company or any responsibility the railroad company has in the design, plans, specifications, reports, the engineering in connection therewith and the construction or the improvements contemplating, cost overruns and construction claims. It is understood and agreed that the State's participation is confined solely to securing Federal Aid; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the City, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of its independent contractors. Cost incurred by the State, any of its departments, agencies officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work covered by this Agreement is to be borne by FHWA and the City, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the City agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

6. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Globe
Attn: Manoj Vyas
150 N. Pine Street
Globe, AZ 85501
(928) 425-7146 X25
(928) XXX-XXXX Fax

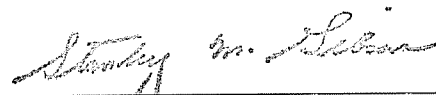
9. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF GLOBE


By 
STANLEY M. GIBSON
Mayor

STATE OF ARIZONA

Department of Transportation

By 
MICKIE FRANKLIN
Joint Project Administration

ATTEST:

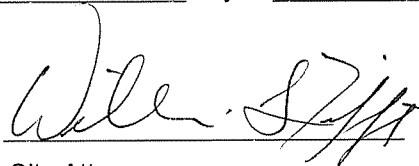
By 
GINA PAUL
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLOBE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the City, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 27th day of Feb., 2008.



City Attorney

CITY OF GLOBE
WORK SESSION MEETING MINUTES
MUNICIPAL BUILDING 150 NORTH PINE STREET GLOBE, ARIZONA
FEBRUARY 26, 2007 6:00 P.M.

The meeting was called to order by Mayor Gibson at 6:00p.m.

The Invocation was given by Councilman Haley, followed by the Pledge of Allegiance led by City Attorney Tifft.

ROLL CALL

Councilpersons present: Haley, Moya, Kieren, Bittner, Casillas, and Shipley
Councilpersons absent: None
Legal Counsel present: William L. Tifft, City Attorney

COUNCIL ANNOUNCEMENTS

1. Councilman Shipley informed everyone about Governor Napolitano's announcement of March 3, 2007 as the " Vehicle Theft Prevention and Awareness Day " for which Globe Police Department will offer to etch each participant's Vehicle Identification Number (VIN) on all windows of the vehicle, at no cost to the participants, while the supplies last. During the 10-15 minutes procedure, to be conducted on the Chamber of Commerce and State Farm properties. While the etching is taking place, between 9 a.m. and 1 p.m., Arizona Youth Coalition Survey will also be conducted. The benefit of this program is that it will further discourage the thieves of vehicles, as it will force them to also replace all windows to sell the vehicles.
2. Councilman Haley informed the Council and the Public about the Project Citizen Show Case planned, starting at 12:45 p.m. on Wednesday, March 7, 2007 at the Holy Angels School, as part of the students' Civics Education, where they would make presentations and be judged by a 4-member panel.
3. Councilman Shipley informed all present about the Globe Clean & Beautiful Committee's efforts to clean-up many areas, including the streets where bicycle race will take place, and plant flowers etc. during the last three weekends and expressed his gratitude to may volunteers who participated.
4. Councilman Haley announced that the Hon. Daisly Flores, the Gila County Attorney, had written a letter commending our Police Lt. Melvin and Sgt. Kinnard for the Self-Defense class they had taught and how beneficial it was. Councilwoman Casillas also mentioned her appreciation for a similar class that was conducted by our employees for the benefit of the Cinco de Mayo Queens last Summer.

COUNCIL CONSIDERATIONS

1. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED ORDINANCE NO. 749 ESTABLISHING NEW STREET NAMES FOR TWO STREET

SEGMENTS WITHIN COUNCIL DISTRICT 4, TO PROVIDE MORE ACCURATE DIRECTION TO EMERGENCY RESPONSE RELATED SERVICE PROVIDERS AND OTHERS AND TO MEET OTHER ADDRESSING RELATED REQUIREMENTS, AS DISCUSSED DURING THE FEBRUARY 20, 2007 PUBLIC HEARING, AS PRESENTED.

Following the reading of the Heading of Ordinance No. 749 by the City Attorney, Councilman Bittner made the motion to adopt the Ordinance, which was seconded by Vice Mayor Kieren, and was approved 6-0.

2. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLOBE AND THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF TRANSPORTATION, IN THE FORM OF JOINT PARTNERSHIP AGREEMENT FILE NO. 06-1311 AND A.G. CONTRACT NO. KR07-0168TRN, TO IMPROVE THE RAILROAD CROSSING ACROSS MESQUITE STREET, AT AN ESTIMATED TOTAL PROJECT COST OF \$ 245,436.00, AND COMMIT TO PAY \$ 6,152.00 AS THE CITY'S SHARE OF THE COST, AS PRESENTED.

City Manager Vyas briefly overviewed how this project opportunity came about through ADOT officials, described the scope of work for the project to improve the Mesquite Street Railroad Crossing, and explained the funding participation breakdown for this 4-party partnership project, costing approximately \$ 245,436, with the City's share being \$ 6,152, along with other in-kind work related participation.

The motion made by Councilman Bittner to waive the Meeting Rules and approve the proposed Agreement was seconded by Vice Mayor Kieren, and was approved 6-0.

3. REQUEST TO CONSIDER AND POSSIBLY AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SEGAL COMPANY, THE CITY'S CONSULTANTS FOR HEALTH INSURANCE RELATED MATTERS, IN THE AMOUNT NOT TO EXCEED \$ 20,000, TO PERFORM THE ACTUARIAL VALUATION STUDY TO HELP THE CITY COMPLY WITH THE REQUIREMENTS OF GOVERNMENT ACCOUNTING STANDARD BOARD'S PRONOUNCEMENT 45, AS DISCUSSED DURING THREE PREVIOUS COUNCIL MEETINGS, AS PRESENTED.

Following a brief overview by the City Manager Vyas of the last Council Meeting's discussion regarding the Segal Company's offer and the advantage of the Segal Company's first-hand knowledge about our employees and dependents who participate in our Health Insurance Plan, aside from being the only contacted party who is capable and willing to prepare the actuarial study required by GASB – 45 expectations. The actuarial study, not to exceed \$ 20,000 in cost, will also include the employees covered under the Public Safety Personnel Retirement System. Councilman Shipley commented that since we have to perform the actuarial study anyway if we wish to continue benefits to the current retirees under Resolution No. 1141, this will be like "killing two birds in one stone".

The motion made by Vice Mayor Kieren was seconded by Councilman Shipley and was approved 6-0.

4. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED MINOR AMENDMENT TO THE EXISTING INTER-GOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLOBE AND GILA COUNTY, INVOLVING GLOBE MAPPING PROFESSIONAL SERVICE, TO COMMIT THE CITY'S PAYMENT FOR FEES IN THE EVENT THE CITY NEEDS TO ORDER ADDITIONAL INFORMATION FOR THE STRIP MAPPING OF PUBLIC STREETS AND DRAINAGE CHANNELS WITHIN THE CITY LIMITS TO MEET THE CITY'S UNKNOWN SPECIAL FUTURE NEEDS TO FURTHER ENHANCE THE CITY'S DIGITAL AERIAL DATABASE, AS PRESENTED.

City Manager Vyas explained to the Council the provisions of the initial IGA between the City and the County that was approved on June 19, 2006 on this professional service for the City's benefits derived from the state-of-the-art ortho-photographic aerial coverage (that also provides ability to develop topographic contour maps of from the aerial photo base) of the entire City. He also overviewed the excellent results received from the effort that is already being utilized to meet the City's needs and summarized how this proposed amendment to the original IGA will prove to be the least expensive method to protect the City's future interest in needing additional coverage for special street mapping or drainage channels related improvement projects, by not having to engage special services like a new contract and having to pay for all fixed expenses associated through this alternative.

The motion made by Councilman Bittner was seconded by Councilman Haley and was approved 6-0.

5. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE SPECIAL EVENT LIQUOR LICENSE APPLICATION RECEIVED FROM THE COPPER CITIES ROTARY CLUB OF MIAMI TO SERVE LIQUOR BETWEEN 2 P.M. AND 7 P.M., ON SATURDAY, MARCH 24, 2007, DURING THE CENTENNIAL BLOCK PARTY PLANNED AS PART OF THE CITY'S CELEBRATION OF ITS FIRST CENTENNIAL IN THE HISTORIC DOWNTOWN GLOBE, AS PRESENTED.

The motion made by Councilman Moya to waive the meeting rules was seconded by Councilman Haley and was approved 6-0. The motion to approve this item made by Councilman Haley was seconded by Councilwoman Casillas and was approved 6-0.

6. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE SPECIAL EVENT LIQUOR LICENSE APPLICATION RECEIVED FROM THE COPPER CITIES ROTARY CLUB OF MIAMI TO SERVE LIQUOR BETWEEN 12 NOON AND 6 P.M. ON SATURDAY, MARCH 31, 2007, AND ON SUNDAY, APRIL 1, 2007 DURING THE ANNUAL ROCK CRAWL EVENT PLANNED TO BE HELD ON THE PROPERTY LOCATED ON U.S. HIGHWAY 60 (NORTH), APPROXIMATELY ONE HALF MILE EAST OF ITS INTERSECTION WITH U.S. HIGHWAY 60/70, AS PRESENTED.

The motion made by Councilman Haley to waive the meeting rules for Agenda Item Numbers 6, 7, and 9 was seconded by Councilman Shipley and was approved 6-0.

The motion to approve this item made by Councilman Moya was seconded by Vice Mayor Kieren and was approved 6-0.

7. REQUEST TO CONSIDER AND POSSIBLY APPROVE THE PROPOSED COOPERATIVE PURCHASING AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF GLOBE FOR THE CITY'S BENEFIT AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT ON THE CITY'S BEHALF, AS PRESENTED.

City Manager Vyas explained the State's comprehensive bidding process and selection of a large number of vendors, suppliers, and professional service providers who are available to the Arizona Counties, Cities, and Towns to take advantage of. Through the proposed IGA, the City could benefit significantly by time and cost savings by the virtue of not having to duplicate the bidding process related efforts and save cost or funds by taking advantage of the best available unit prices for items or services due to the State's large volume of purchases at the locked-in process in the State-selected bids.

The motion to approve this item made by Councilman Moya was seconded by Councilman Haley and was approved 6-0.

8. COUNCIL PRESENTATION ON THE PROPOSED MUTUALLY AGREED UPON LAND EXCHANGE BETWEEN THE CITY OF GLOBE AND FRANK AND MARY ANN JOY, TO PROTECT BOTH PARTIES' INTEREST AND BENEFIT WITH RESPECT TO CLEAR ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY FOR HACKNEY ROAD AND BETTER UTILIZATION OF THEIR MOBILE HOME PARK PROPERTY.
[NO COUNCIL ACTION WILL BE TAKEN ON THIS ITEM AT THIS MEETING.]

City Manager Vyas acknowledged presence of Frank and Mary Ann Joy and expressed gratitude for their initiative towards resolution of the mutual encroachment of the City and the Joy family on each other's property. He summarized the process we have gone through thus far and referred to the maps and legal descriptions that will serve as a basis of the transaction that will be approved through the City's Resolution No. 1478.

The City Council indicated that they had no objection to the proposed land exchange and directed the City Attorney and City Manager to bring the resolution back to the City Council at the next Council Meeting for its formal consideration and approval.

9. REQUEST TO CONSIDER AND POSSIBLY AUTHORIZE THE CITY MANAGER TO ISSUE AN EMERGENCY PURCHASE ORDER TO RINKER MATERIALS, IN THE AMOUNT OF \$ 13,927.19 TO PURCHASE 625 TONS OF 1-INCH SIZE ROCK FOR IMMEDIATE PLACEMENT ON THE SITE TO COMPLETE THE GLOBE HELIBASE PROJECT, PER OUR COMMITMENT TO TRY TO COMPLETE THE PROJECT BY MARCH 1, 2007 MADE TO THE FOREST SERVICE DIVISION OF THE U.S. DEPARTMENT OF AGRICULTURE, TO PROTECT THE REGION'S INTEREST AGAINST WILD LAND FIRES IN THE PINAL MOUNTAIN AREA, AS PRESENTED.

City Manager Vyas explained the details of the two phases of Helibase improvements being done by the City for the Forest Services division of the U.S. Department of Agriculture, per the City's agreement and Lease commitment to the agency. These improvement, costing approximately \$ 60,000 are to be completed as close to March 1, 2007 as possible. He explained the benefit to be derived by the region in its preparedness against wild land fires in the Pinal Mountain Section of the Tonto Forest. The City was talking this initiative to benefit not only the City residents but all surrounding residents of unincorporated portions of Gila County as well. Upon completion of the improvements, He further added that there is a possibility of these helibase facilities being used by providers of air evacuation related medical services to our community's people. This was the last materials related request for this important project.


The motion to approve this item made by Councilman Haley was seconded by Councilman Moya and was approved 6-0.

PRESENTATIONS FROM THE PUBLIC

There were no presentations from the public.

The meeting was announced adjourned by the Mayor at 6:40 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the City Council of the City of Globe held on Tuesday, the 26th day of February, 2007. I further certify that the meeting was duly called and held and that a quorum of the Mayor & Council was present.

 .. 2/27/07

Manoj Vyas, City Manager



TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

CIVIL DIVISION
TRANSPORTATION SECTION
Writer's Direct Line:
602.542.8855
Facsimile: 602.542.3646
E-mail: Susan.Davis@azag.gov

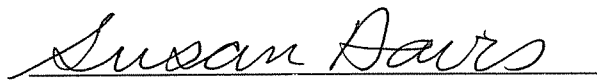
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0168TRN (**JPA 06-131-I**), an Agreement between public agencies, i.e., The State of Arizona and The City of Globe, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: March 9, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:1003499
Attachment